

REQUEST FOR QUOTATION
PART-TIME PHYSICAL THERAPIST SERVICES
NAVAL AMBULATORY CARE CENTER (NACC)
PORT HUENEME, CA

Specific information for services is as follows:

1. **SERVICES REQUIRED.** This is a firm-fixed price quotation request for part-time (20 hours per week) Physical Therapist services for the Naval Ambulatory Care Center (NACC), Port Hueneme, CA.

2. **PERIOD OF PERFORMANCE.** Services are required for the period 1 March 2004 through 30 September 2004 with five one-month option periods to extend services through 28 February 2005.

3. **SPECIFIC REQUIREMENTS.** A statement of work that outlines the work to be performed; location of work; hours of performance; applicable professional standards, certifications, education, experience; and, the special requirements of this position for this quotation is contained in Attachment 1.

4. **QUOTATION INFORMATION.**

a. **Quotation Due:** The responses to this quotation are due to the Contracting Officer NLT 1200 pm local time (Noon EDT) on 30 January 2004.

b. **Responses:** The Government will also accept faxed responses to: (301) 619-6793 Attn: Code 22D. The business address of the Contracting Officer is: The Naval Medical Logistics Command (ATTN: Code 22D) 1681 Nelson Street, Fort Detrick, MD 21702-9203

c. **Content of Responses:** For this quotation each Contractor's response must contain the following:

- a completed Pricing Sheet (Attachment 2)
- a completed Supplement Pricing Worksheet (Attachment 3)
- a completed Personal Qualifications Sheet (Attachment 4) and two letters of recommendation on the primary candidate
- a completed Corporate Past Performance Chart (Attachment 5)
- a completed Small Business Program Representations (Attachment 6)

5. **ADDITIONAL INFORMATION.**

Evaluation Factors.

a. The Government will make award to the responsible offeror submitting the proposal determined most advantageous to the Government, cost and other factors considered. The evaluation of proposals will be based on an evaluation of the Technical Proposal (Past Performance) and the Business Proposal submitted by each offeror.

b. **Past Performance:** The Government will evaluate the "risk to the Government" associated with the offeror's past performance. The Government will give greater consideration to experience that is most relevant to the solicitation. Past Performance not as relevant will warrant a greater technical risk assessment. The most relevant past performance will be those references that most closely match the solicitation requirements in terms of Scope (i.e. the type of health care workers in settings similar to the requirement [clinical environment]). Past performance will be made up of two subfactors, (1) corporate experience, and (2), the experience of the proposed primary Physical Therapist. The two subfactors are of equal importance.

Subfactor (1). The offeror shall complete Attachment 5 - Corporate Past Performance Chart. Corporate past performance will be evaluated based on the following types of information: (a) Past performance information on no more than 3 of their past/current contracts, both government and non-government and (b), Past performance not provided under a contractual relationship. Past performance information provided as part of the proposal should be relevant, most closely matching the solicitation requirements in terms the type of health care workers in settings similar to the requirement [clinical environment]). In order to be considered relevant the services must have been provided within the last 5 years. If the offeror has no relevant past performance they shall affirmatively state as such. The offeror shall describe its past performance in the following areas:

- 1) Contract number, if applicable, or title of agreement
- 2) Date(s) when services were provided.
- 3) Provide a brief description of services provided and a narrative explanation of how they are directly related and/or similar to the solicitation.
- 4) Number and type(s) of personnel provided, e.g. 2 Physical Therapists.
- 5) Location where services were provided
- 6) The name, organization, address and telephone number of a verified point of contact at the federal, state, local government or commercial entity for which the contract services were performed. If a similar point of contact is available for services not provided under contract, that point of contact should also be provided. The offeror is responsible for ensuring that all points of contact provided as references are current and appropriate, and that the phone numbers provided are valid.

Subfactor (2). The education and experience of the Physical Therapist who shall provide services under the resulting contract. The offeror is required to provide a technical package (Personal Qualifications Sheet - Attachment 4 and two letters of recommendation in accordance with Section 6.1.4. of the Statement of Work) on the primary candidate, who shall be evaluated in accordance with the Minimum Personnel Qualifications and Enhancing Factors identified in Section 6 of the Statement of Work. Failure to submit Personal Qualifications sheet (Attachment 4) and two letters of recommendation on a primary candidate will render the offeror ineligible for award. The government shall evaluate the quality of both training and experience of that individual. The offeror is encouraged to provide additional information documenting this individual's training and experience in the form of letters of recommendation or other documentation.

After award, the offeror shall be required to submit a second candidate (backup personnel) who is required to meet the minimum requirements specified in Section 6. This individual must also meet credentialing and privileging requirements.

The government will not restrict its past performance evaluation to information submitted by offerors but will also consider any other relevant information in its possession. The Government reserves the right to contact the points of contact identified in the offeror's proposal for the purpose of verifying the offeror's record of past performance.

c. The technical evaluation factor (Past Performance) is significantly more important than price. However, the closer the merits of the technical proposals are to one another, the greater will be the importance of price in making the award determination. In the event that two or more technical proposals are determined not to have any substantial technical differences (i.e. are technically equivalent), award may be made to the lower priced proposal. It should be noted that award may be made to other than the lowest priced offer. Awards may also be made on the basis of initial offers without discussions. Offerors are cautioned that each initial offer should contain the offeror's best terms.

NOTE: QUESTIONS REGARDING THIS RFQ SHOULD BE ADDRESSED TO 301-619-3019.

List of Attachments:

Attachment 1 - Statement of Work

Attachment 2 - Pricing Sheet

Attachment 3 - Supplemental Pricing Worksheet

Attachment 4 - Personal Qualifications Sheet - Physical Therapist

Attachment 5 - Corporate Past Performance Chart

Attachment 6 - Small Business Program Representations

Attachment 7 - List of Employment Eligibility Documents

Attachment 8 - NAVMED P-117

FAR 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

ATTACHMENT 1 - DESCRIPTION/SPECIFICATION/WORK STATEMENT

NOTE 1: The use of "Commanding Officer" throughout this Section C means: Commanding Officer, Naval Ambulatory Care Center (NACC), Port Hueneme, CA, or designated representative, e.g. Technical Liaison, Department Head.

NOTE 2: The term "contractor" shall mean the offeror identified in block 15A of Standard Form 33, and its health care workers who are providing services under this contract.

NOTE 3: The term "health care worker (HCW)" refers to the individual providing services under this contract.

1. STATEMENT OF WORK

1.1. The contractor shall provide, in accordance with this statement of work, comprehensive Physical Therapy services for the NACC Port Hueneme, CA.

1.2. During the term of this contract the contractor agrees to provide, on behalf of the Government, comprehensive Physical Therapy services, for treatment of active duty military personnel, their dependents, eligible Navy civilian employees, and other eligible beneficiaries, in accordance with the terms and conditions of this contract.

1.3. While on duty, the health care worker shall not advise, recommend or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the health care worker when he or she is not on duty, or from a partner or group associated in practice with the contractor, except with the express written consent of the Commanding Officer. The contractor shall not bill individuals entitled to those services rendered pursuant to this contract.

1.4. The health care worker shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains, and shall fit correctly. Fingernails shall be clean and free from dirt and hair shall be neatly trimmed and combed. The health care worker shall display an identification badge (furnished by the Government) on the right breast of his or her outer clothing, which includes the health care worker's full name and professional status.

1.5. The health care worker shall be physically capable of standing for extended periods of time and capable of normal ambulation.

1.6. The health care worker shall comply with Executive Order 12737, October 17, 1990, (55 Fed. Reg. 42547), "Principles of Ethical Conduct for Governments Officers and Employees", and shall also comply with Department of Defense (DOD) and Department of the Navy (DON) regulations implementing this Executive Order.

1.7. Suits arising out of Medical Malpractice. The health care worker(s) is (are) serving at the military treatment facility under a personal services contract entered into under the authority of section 1091 of Title 10, United States Code. Accordingly, section 1089 of Title 10, United States Code shall apply to personal injury lawsuits filed against the health care worker(s) based on negligent or wrongful acts or omissions incident to performance within the scope of this contract. You are not required to maintain medical malpractice liability insurance

1.7.1. Health care workers providing services under this contract shall be rendering personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual health care worker receives technical guidance, direction, and approval with regard to a task(s) within the requirements of this contract.

1.8. The health care worker shall read, write, speak and understand the English language fluently.

1.9. The health care worker IS NOT prohibited, by reason of employment under this contract, from conducting a private practice or other employment so long as there is no conflict with the performance of duties under this contract. However, such private practice or other such employment shall not be conducted during those hours in which the healthcare worker is required to render services under this contract. The health care worker shall make no use of Government facilities or property in connection with such other employment. (see NAVMED P-117).

2. Duty Hours

2.1. The contractor shall provide 20 hours of services every week. Services shall be provided for a 4 hour period between the hours of 0700 and 1300 for five consecutive days, Monday through Friday, throughout the term of the contract. Specific hours and days will be scheduled by the Commanding Officer or his designated representative. The health care worker shall arrive for each scheduled shift in a well rested condition and shall have had at least six hours of rest from all other medical duties. The contractor shall not be compensated any services not provided (missed shifts).

2.2. When required, to ensure completion of services that extend beyond the normal close of business, the health care worker will remain on duty in excess of the scheduled shift. The health care worker will be given an equal amount of compensatory time to be scheduled upon mutual agreement of the healthcare worker and the Commanding Officer or his designated representative.

2.3. Shift Schedule. The contractor shall provide a copy of the work schedule to the Technical Liaison (TL) prior to the 20th of each month. A minimum of 24 hours notice of change to the work schedule is required. The 24 hour notice of a change may be waived for emergency situations such as serious illness or accident. The contractor is required to provide backup personnel in the event that the primary physical therapist is unable to provide services.

2.3.1. The contractor shall maintain a roster of all contract employees. The roster shall list the name, job title and phone number of each contract employee.

2.4. Services of the health care worker shall not be required on the following holidays: New Years Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. The healthcare worker shall not be compensated by the contractor for these periods of planned absence.

3. ABSENCES AND LEAVE

3.1. No sick or annual leave accrues under this contract.

3.2. If the health care worker is absent for three or more consecutive days due to illness, he or she may be required by the Commanding Officer to provide written documentation from a qualified health care provider that he or she is free from communicable disease and the cause of the health care worker's current illness. The Government reserves the right to examine and/or re-examine any health care worker who meets this criterion. The health care worker shall be compensated by the government for these periods of authorized absence.

3.3. A health care worker with a bonafide medical emergency occurring while on duty or with an on-the-job injury will be provided medical care until the condition is stabilized. The health care worker will reimburse the Government for all medical services provided unless the health care worker is otherwise entitled to government medical services.

3.4. Authorization for planned absences may be granted by the Commanding Officer to the health care worker to attend continuing education courses and for performance of active duty responsibilities. The health care worker shall be compensated by the contractor for these periods of authorized planned absence. Unless authorized in advance, the Government will not reimburse the health care worker for the cost of any

course tuition and/or other related education expense. The health care worker will provide proof of attendance of continuing education to the Commanding Officer upon request.

3.5. Leave Without Pay (LWOP) must be approved only by the Commanding Officer for unusual and compelling circumstances after all other leave has been exhausted.

3.6. Up to six weeks of maternity "leave without pay" may be granted to the health care worker should a pregnancy result during the contract period. The Commanding Officer and health care worker will agree on the length of maternity leave. Pursuant to paragraph 3.1. above, any or all accrued leave may be applied towards maternity leave, before going into a leave without pay status.

3.7. Documented military leave for military reservists will be allowed, not to exceed 15 calendar days per calendar year, and may be taken intermittently, e.g., one day at a time. Military leave will be compensated leave. The health care worker shall follow the policy of the MTF/DTF with respect to notification of scheduled military duties to the Commanding Officer.

3.8. Administrative Leave. For unusual and compelling circumstances, (for example, weather emergencies), in which the Commanding Officer either excuses all personnel on the naval base from reporting to work or dismisses all personnel early, the Commanding Officer is authorized to grant administrative leave to the health care worker. This administrative leave may be compensated leave.

3.9. Furlough. Unless otherwise authorized by a defense appropriations bill, contractors shall not be reimbursed by the Government for services not rendered during a government furlough. In the event of a Government Furlough, the Commanding Officer will determine which contract employees are considered critical and therefore must report to work. Contract employees deemed critical shall be compensated for services rendered during a furlough. All other contract employees shall be furloughed until the Government shutdown ends or they are notified by the Technical Liaison that they have become critical employees.

4. DUTIES - The health care worker shall perform a full range of Physical Therapy procedures, on site using Government furnished facilities, equipment, and supplies. Workload includes scheduled and unscheduled requirements for care.

4.1. ADMINISTRATIVE DUTIES. The health care worker shall:

4.1.1. Direct supporting government employees assigned to the health care worker during the performance of applicable Physical Therapy duties (i.e., Physical Therapy Assistants, hospital corpsmen, students, etc.). The health care worker shall be subject to guidelines set forth in the Command's quality assurance and risk management instructions. The health care worker shall perform limited administrative duties which include maintaining statistical records of workload, participating in education programs, preparing documentation according to workload reporting procedures, overseeing ordering of supplies, ensuring efficient inventory control, maintaining patient profiles and participating in clinical staff quality assurance functions as prescribed by the Commanding Officer.

4.1.2. Assist in administrative functions with regard to processing patients and patient results as directed, to include interfacing with patient management Composite Health Care Systems computer (CHCS) and Automated Data System (ADS). Additional duties include maintaining room supplies, department cleanliness and assisting with disposal of used supplies.

4.1.3. Evaluate and report all physical therapy evaluation results, insuring that all reports are legible and signed.

4.1.4. Participate in monthly meetings to review and evaluate the care provided to patients, identify opportunities to improve the care delivered, and recommend corrective action when problems exist. Should a meeting occur outside of regular working hours, you shall be required to read and initial the minutes of the meeting.

4.1.5. Participate in the provision of monthly inservice training to non-healthcare-practitioner members of the clinical and administrative staff on subjects germane to pharmacy services.

4.1.6. Attend annual renewal of the following Annual Training Requirements provided by the MTF family advocacy, disaster training, infection control, Sexual Harassment, Bloodborne Pathogens and Fire Safety.

4.1.7. Participate in the implementation of the MTF's Family Advocacy Program as directed.

4.1.8. Assist in maintaining medical records, respecting confidentiality and standard MTF protocols.

4.1.9. Attend Composite Healthcare System (CHCS) training provided by the Government for a minimum of four (4) hours, and up to a maximum of 40 hours.

4.1.10. Attend all annual retraining classes required by this command, to include Basic Life Support Level C (BLS-C) Certification.

4.1.11. Obtain certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent. This training and certification will be provided by the Navy.

4.1.12. Comply with the HIPAA (Health Insurance Portability and Accountability Act) privacy and security policies of the treatment facility.

4.1.13. Requisition consumable supplies in accordance with established MTF procedures.

4.1.14. Notify the department head and or the TL when repair or maintenance of Government-furnished facilities or equipment is required.

4.2. ORIENTATION. All contractor employees shall undergo Command and Physical Therapy Department orientation as determined by the MTF. Orientation is not intended for clinical training and will focus on familiarization with administrative procedures. Specifically, this orientation is intended on familiarizing the contract health care workers with MTF and Physical Therapy Department work policies, requirements, and procedures, including medical forms and reports. Contract health care workers shall be provided with information and any forms necessary for parking, automobile registration, and base access. Orientation may be waived at the discretion of the Command.

4.3. STANDARD DUTIES: The health care worker shall perform a full range of physical therapy procedures, within the scope of clinical privileges granted by the Commanding Officer, on site using Government furnished facilities, supplies and equipment. Workload shall include, but not be limited to, those procedures identified in attachment XX. Caseload occurs as a result of scheduled and unscheduled requirements for care. Routine workload will be scheduled by the central appointments system and the Physical/Occupational Therapy Department. Primary workload is a result of appointments scheduled through the Physical Therapy/Occupational Therapy Department. Secondary workload is the result of consultation requests submitted to the Physical Therapy/Occupational Therapy Department by other Staff providers. The health care worker shall:

4.3.1. Provide appropriate therapeutic procedures and provide a full range of therapy services on site in support of patient referrals from the following specialties: Orthopedics, General Medicine and Surgery, Primary Care Clinic, Rheumatology and other referrals approved by Department Head/Division Officer. As an ancillary support service, all patient contact and care rendered is expected to be safe and timely and result in achievement of realistic and documented treatment goals, and comply or satisfy the intent of the referring medical staff.

4.3.2. Test and measure patient's strength, motor development, sensory perception, functional capacity,

and respiratory and circulatory efficiency. Records findings to develop or revise treatment programs.

4.3.3. Plan and prepare written treatment programs based on evaluation of patient data.

4.3.4. Administer manual exercises to improve and maintain function.

4.3.5. Instruct, motivate, and assist patient in performing various physical activities, such as nonmanual exercises, ambulatory functional activities, daily-living activities, and in use of assistive and supportive devices, such as crutches, canes, and prostheses.

4.3.6. Administer treatments involving application of physical agents, using equipment such as hydrotherapy tanks and whirlpool baths, moist packs, ultraviolet and infrared lamps, and ultrasound machines. Evaluate effects of treatment at various stages and adjusts treatments to achieve maximum benefit.

4.3.7. Administer massage, applying knowledge of massage techniques and body physiology. Administer traction to relieve pain, using traction equipment.

4.3.8. Record treatment, response, and progress in patient's chart or CHCS.

4.3.9. Instruct patient and family in treatment procedures to be continued at home. Evaluate, fit, and adjust prosthetic and orthotic devices and recommend modification as required

4.3.10. Coordinate treatment with physician and other staff members to obtain additional patient information, suggest revisions in treatment program, and integrate physical therapy treatment with other aspects of the patient's health care.

4.3.11. Maintain department equipment and supplies.

4.3.12. Orient, instruct, and direct work activities of assistants, aides, students, etc.

4.3.13. Contact referring physicians regard patient care concerns, as required.

4.3.14. Provide input and attend any meetings, rehabilitation team meetings, seminars and quality assurance meetings (during contracted hours) as required by the Department Head.

4.3.15. Provide documented treatment and discharge recommendations to members of the staff in routine, emergency and special cases as needed.

4.3.16. Provide periodic training/advice as required to promulgate the needs of the technicians.

4.4. PATIENT RECORDS AND DOCUMENTATION:

4.4.1. Maintain documentation of all treatment provided in accordance with clinic directives, and prepare such records and reports as may be required. All records and reports must be legible. Abbreviations must be only those listed in local instructions.

4.4.2. Verify the content and correctness of all prepared and transcribed reports within two working days by affixing an original signature to all copies of the document and validating its content or by computer input as appropriate.

4.5. INSTRUCTIVE FUNCTIONS

4.5.1. Support Occupational/Physical Therapy Technician(s) and provide training to patients and their families.

5. FAILURE AND/OR INABILITY TO PERFORM

5.1 This contract may be found voidable at the option of the Government if the contractor fails to provide the requested physical certification or privileges are not granted to the health care worker by the Commanding Officer.

5.2 Should the health care worker be unable to perform duties under this contract due to medical or physical disability for more than 13 consecutive days, performance under this contract may be suspended by the Contracting Officer until such medical or physical disability is resolved. If performance under this contract is so suspended, no reimbursement shall be made and no other compensation, including annual/sick leave, shall accrue to the health care worker so long as performance is suspended.

5.3 If clinical privileges have been summarily suspended pending an investigation into questions of professional ethics or conduct, performance under this contract may be suspended until clinical privileges are reinstated. No reimbursement shall be made and no other compensation, including annual/sick leave, shall accrue to the contractor so long as performance is suspended. The denial, suspension, limitation, or revocation of clinical privileges based upon practitioner impairment or misconduct shall be reported to the appropriate licensing authorities of the state in which the license is held.

5.4 Any health care worker(s) demonstrating impaired judgment, shall be removed from providing healthcare services. The Government reserves the right to remove any employee who, in the judgment of a licensed physician, is impaired by drugs or alcohol.

5.4.1 Health care worker(s) with alcohol or drug abuse problems may be allowed to return to work under the terms of this contract only with prior Government approval.

6. PERSONNEL QUALIFICATIONS

The contractor is required to provide personnel having the following minimum levels of professional and technical experience. The specialized experience included as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the following applicable labor categories:

Physical Therapy

SPECIAL REQUIREMENTS.

6.1. MINIMUM PERSONNEL REQUIREMENTS FOR ALL HEALTH CARE WORKERS -

a. The following are required:

6.1.1. Possess a Bachelors Degree or Masters of Science Degree in Physical Therapy from a college of Physical Therapy accredited by the American Physical Therapy Association, or a Bachelors of Science Degree with Certificate.

6.1.2. A minimum of 5 years experience as a physical therapist within the preceding 6 years. The contractor must provide proof of experience in each of the following areas:

- | | |
|--|---------|
| - Orthopedic injuries and post-surgical rehabilitation | 3 years |
| - Evaluation and treatment planning | 3 years |
| - Mobilization | 3 years |
| - Athletic injuries and all stages of rehabilitation | 3 years |
| - Clinical administration and supervision | 1 year |
| - Quality assessment/improvement programs | 1 year |

6.1.3. Possess a current, unrestricted license to practice physical therapy in any one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands. The

healthcare worker is responsible for complying with all applicable state licensing regulations.

6.1.4. Provide two letters of recommendation from physical therapy supervisors, physicians or hospital administrators attesting to the healthcare worker's ability, skills and knowledge. Reference letters must include name, title, phone number, date of reference, address and signature of the individual providing reference. Letters of reference must have been written within the preceding 2 years.

6.1.5. Be eligible for U.S. employment. Provide copies of supporting documentation per attachment ##.

6.1.6. Represent an acceptable malpractice risk to the Navy.

6.1.7. A written Personal Qualifications Sheet (Attachment 4), supporting documentation which includes an acknowledgment of the requirement set forth in Clause H.6.2, and a current resume or Curriculum Vitae for each individual health care worker submitted with their proposal.

6.2. FACTORS TO BE USED IN A CONTRACT AWARD DECISION. Candidates submitted by offerors must meet the minimum qualifications identified above. Candidate will then be ranked against all other qualified applicants submitted by other offerors using the following enhancing criteria, listed in descending order of importance. The "Personal Qualification Sheet", Letters of Recommendation, and, if the candidate has prior military services, the Form DD214, shall be used to evaluate these items.

- a.. Quality and quantity of training and experience as it relates to the duties contained herein. A Masters Degree in physical therapy may enhance the candidate's ranking, then,
- b. The letters of recommendation required in item 6.1.4. above, may enhance the candidate's ranking if they address such items as clinical skills, professionalism, or specific areas of expertise as they relate to this statement of work, etc, then,
- c. Additional medical certifications or licensure, then,
- d. Prior experience in a military medical facility. Provide Form DD214.

6.3. REGULATORY COMPLIANCE REQUIREMENTS

a. The health care worker shall obtain, at contractor expense, a statement from the health care worker's physician or a report of a physical examination within 60 days prior to contract start indicating that the health care worker is free from mental or physical impairments which would restrict the health care worker from providing the services described herein. Health care workers hired after contract start shall be required to provide a physical exam statement or report obtained within 60 days prior to performance of services. The statement must contain the following information:

"Having performed a physical examination on the person named below on (insert date), the following findings are true and accurate:

- 1. (Name of health care worker) is suffering from no physical disability which restricts them from providing services as a (specialty).
- 2. (Name of health care worker) is not suffering from sexually transmitted or other contagious diseases which restricts them from providing services as a (specialty).
- 3. (Name of health care worker) has (circle the applicable number):
 - 3a. Received at least three doses of recombinant hepatitis B vaccine currently licensed in the United States, or,

3b. Received an initial dose of the hepatitis B vaccine. The vaccine series shall be completed within 6 months of the employee start date, or,

3c. Provided documentation of the health care worker's waiver which declines the hepatitis B vaccine as set forth in OSHA guidelines (declination on the basis of religious convictions or medical contraindications only), or,

3d. Provided evidence of immunologically effective anti-HB levels in lieu of proof of recombinant hepatitis B vaccines. Assays must be performed in a laboratory accredited by the American Society of Clinical Pathologists (ASCP) and/or the College of American Pathologists (CAP).

4. (Name of health care worker) shows immunity to Measles, Mumps and Rubella (MMR); varicella immune status; and a current PPD reading or evaluation as specified in Paragraph H.6.2.(d)."

Examining Physician (signed)

Examining Physician Information:

Name:

Address:

Telephone:

b. Except as provided in c., below, no medical tests or procedures required by the contract may be performed in the MTF. Expenses for all required tests and/or procedures shall be borne by the contractor at no additional expense to the Government.

c. Further, the health care worker shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the Commanding Officer may deem necessary for preventive medicine, quality assurance, or privileging purposes. These examinations will be provided by the Government. If the health care worker chooses, these examinations may be provided by a private physician or dentist at no expense to the Government. Additionally the health care worker must be immunized annually with the influenza vaccine in accordance with the BUMED instruction currently in effect. This vaccine will be provided by the Government. Although this vaccine will be provided by the Government, it may be obtained at other facilities with the cost being borne by the health care worker. Unless vaccinated by the Government, the health care worker shall be required to show proof of the vaccination. If the health care worker chooses to be immunized by the Government they shall be required to sign a waiver in accordance with MTF rules and regulations. If the health care worker declines the immunization, they must provide documentation of the waiver, which declines the influenza vaccine (declination on the basis of religious convictions or medical contraindications only).

d. Prior to the commencement of performance under this contract, the Technical Liaison shall direct the health care worker to inprocess through standard facility procedures. Health care workers who have patient contact must show immunity to Measles, Mumps and Rubella (MMR) through: Serological testing which shows sero-positivity to MMR or proof of vaccination (persons born prior to 1957 must have received one dose of MMR vaccine: persons born in 1957 or later must have received two doses of MMR vaccine). The health care worker shall provide evidence of varicella immune status or a statement of history of chicken pox. Additionally, health care workers must provide a current Purified Protein Derivative (PPD) reading, or evaluation if known PPD reactor, on an annual basis. The contractor is responsible for any expenses incurred for required testing.

e. The health care worker shall participate in the Command's Bloodborne Pathogen Program orientation as scheduled by the Senior Medical Department Representative. The health care worker shall also participate in annual training and training for new procedures with the potential for occupational

exposure to bloodborne pathogens. Health care worker's involved in an exposure incident shall follow MTF regulations and procedures. The Government shall conduct initial blood work and screening of exposed health care workers at Government expense. Subsequent follow-up testing and treatment shall be the responsibility of the contractor. The health care worker is responsible for reporting all exposure incidents. The health care worker is required to report all exposure incidents to their immediate supervisor.

f. Management of HIV positive health care worker shall be consistent with current Centers for Disease Control (CDC) guidelines and Section 503 of the Rehabilitation Act (29 U.S.C Section 793) and its implementing regulations (41 CFR Part 60-741).

g. The health care worker shall comply with the CDC's "Universal Precautions" for prevention of the transmission of HIV during all invasive procedures.

h. The health care worker shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by the health care worker shall be registered with the base security service according to applicable directives. Eating by the health care worker is prohibited in patient care areas and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

i. All financial, statistical, personnel, and technical data which is furnished, produced or otherwise available to the contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the contractor without prior written consent of the Technical Liaison. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the Technical Liaison before publication or dissemination.

j. The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a health care worker has been engaged in use, possession, or trafficking of drugs, the health care worker may be detained for a limited period of time until he or she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a health care worker, the health care worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of this contract is the agreement by the health care worker to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

6.3. CRIME CONTROL ACT OF 1990 REQUIREMENT

(a) Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by section 1094 of Public Law 102-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to assure that all existing and newly-hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

(b) The Government will conduct criminal background checks on all contractor employees providing child care services under this contract based on fingerprints of contractor employees obtained by a Government

law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and State criminal history repositories.

(c) Within 30 days after contract award, the contractor and all contractor employees shall provide all reasonable and necessary assistance to the Government, including compliance with the employment application requirements set forth in 42 U.S.C. 13041(d). Upon receipt of the results of a background check, the contractor further agrees to undertake a personnel action in accordance with 42 U.S.C. 13041(c), when appropriate.

(d) With written recommendation from the Commanding Officer and the approval one level above the Contracting Officer, a contractor employee may be permitted to perform work under this contract prior to the completion of a background check, provided the employee is within sight and continuous supervision of an individual with a successful background check.

(e) Contractor employees shall have the right to obtain a copy of any background check pertaining to themselves and to challenge the accuracy and completeness of the information contained in the report.

7. PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the Contracting Officer.

8. RESTRICTION ON THE USE OF NAVY/ARMY-AFFILIATED PERSONNEL

Without the written approval of the Contracting Officer, the contractor shall not use, in the performance of this contract, any active duty Navy/Army personnel, civilian employees of the Navy/Army, or persons currently performing medical services under other Navy/Army contracts.

9. SUBSTITUTION OF PERSONNEL

(a) The contractor agrees to initiate performance of this contract using only the health care worker(s) whose professional qualifications have been determined technically acceptable by the Government as part of the source selection process.

(b) During contract performance, no personnel substitutions shall be made by the contractor without the express consent of the Contracting Officer. All substitutions requests will be processed in accordance with this clause.

(c) No personnel substitutions shall be permitted during the first 30 days of contract performance, unless they are necessitated by a health care worker's unexpected illness, injury, death or termination of employment. Should one of these events occur, the contractor shall promptly notify the Contracting Officer and provide the information required in paragraph (d) below. After the initial 30 day period, all substitution requests shall be submitted, in writing, at least 30 days prior to the planned change of personnel. All such requests must provide the information required by paragraph (d) below.

(d) All substitution requests must provide a detailed explanation of the circumstances necessitating the proposed replacement of personnel. The contractor shall also demonstrate that the substitute health care worker(s) possess professional qualifications that are equal to or higher than the qualifications of the person to be replaced. In addition, all substitution requests shall include a Certificate of Availability signed and dated by each proposed health care worker, and any other information identified by the Contracting Officer. The Contracting Officer will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

10. LIABILITY INSURANCE

Before commencing work under a contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

a. General Liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least: \$500,000 per occurrence.

b. Automobile liability - Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

c. Worker's compensation and employer's liability. Contractors are required to comply with applicable Federal and State Workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contractor operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

ATTACHMENT

PHYSICAL THERAPY PROCEDURES

Provide examination, consultation, evaluation, and treatment of patients with neuromusculoskeletal symptoms referred by other health care practitioners

Tests, therapies, and procedures:

- Tests of strength, balance, coordination, endurance, and gait
- Gait training
- Phonophoresis
- Electrotherapy
- Iontophoresis
- Thermal therapy
- Cryotherapy
- Exercise therapy
- Range and quality of motion
- Hydrotherapy including superficial wound debridement and dressing changes
- Activities of daily living
- Response to electrical current
- Fitting and fabrication of prosthetics, orthotics, supports, splints, and orthoses
- Manual therapy to periphery

PHYSICAL THERAPY – ADDITIONAL PROCEDURES

- Perform initial evaluation and treatment of patients with neuromusculoskeletal symptoms without physician referral (patient to be referred to a physician if no improvement in 2 weeks)
- Refer patients to physicians or other health care practitioners
- Request appropriate diagnostic radiologic studies (to be interpreted by a radiologist or orthopedist)
- Request appropriate diagnostic laboratory studies; e.g., complete blood count, urinalysis, and lipids (to be interpreted by a medical officer)
- Prescribe aspirin, tylenol, parafon forte, robaxin, and designated nonsteroidal anti-inflammatory drugs (to be filled only at the facility's pharmacy)
- Authorize binnacle list (sick list) not to exceed 72 hours
- Authorize light duty restrictions not to exceed 2 weeks
- Perform and provide an impression of electroneuromyographic examination upon physician referral
- Apply manual therapy to spinal joints
- Pediatric neuromusculoskeletal development evaluation and treatment
- Developmental pediatrics
- Neonatal intensive care

ATTACHMENT 2 - PRICING SHEET

PERIOD OF PERFORMANCE: Services are initially required from March 1, 2004 through September 30, 2004. Five one-month option periods will be included, to extend the services through February 28, 2005, if needed. The Contracting Officer reserves the right to adjust starting and ending dates of performance contingent upon actual award date. The price quoted for the base period will be added to the proposed quote for all option periods for the purpose of price evaluation.

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001	The health care worker agrees to perform on behalf of the Government the duties of (1) part-time (20 hours per week) Physical Therapist at Port Hueneme, CA in accordance with this RFQ and the resulting purchase order.				
0001AA	Base Period – 1 Mar 04 through 30 Sep 04	604	HRS	\$ _____	\$ _____
0001AB	Option Period I - 1 Oct 04 through 31 Oct 04	80	HRS	\$ _____	\$ _____
0001AC	Option Period II - 1 Nov 04 through 30 Nov 04	80	HRS	\$ _____	\$ _____
0001AD	Option Period III - 1 Dec 04 through 31 Dec 04	88	HRS	\$ _____	\$ _____
0001AE	Option Period IV - 1 Jan 05 through 31 Jan 05	80	HRS	\$ _____	\$ _____
0001AF	Option Period V - 1 Feb 05 through 28 Feb 05	76	HRS	\$ _____	\$ _____
TOTAL FOR CONTRACT LINE ITEM NUMBER 0001					\$ _____

SIGNATURE: _____ **DATE:** _____

TITLE _____

COMPANY _____

ATTACHMENT 3 - SUPPLEMENTAL PRICING WORKSHEET

The contracting officer will use the information from this supplemental pricing worksheet to determine price realism. The total health care worker compensation reported on this supplemental pricing worksheet shall reflect the lowest acceptable compensation rate that will be paid to a health care worker upon purchase order award. The awardee is not prohibited from paying a range of compensation rates to recruited health care workers in a particular labor category, but under no circumstances shall the compensation rate be lower than that included in the Supplemental Pricing Worksheet. A supplemental pricing worksheet shall be prepared for each separately priced CLIN/SLIN.

Minimum compensation the Health Care Worker will receive per hour:

CLIN 0001 (Part Time Physical Therapist services)

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

*Fringe Benefits include non-cash compensation provided to employees to comply with Department of Labor compensation.

Samples of fringe benefits include: 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowance.

Other fringe benefits offered but not listed above (please specify):

Signature

Date

Title

Organization

ATTACHMENT 4 - PERSONAL QUALIFICATIONS SHEET – PHYSICAL THERAPIST

1. Every item on the Personal Qualifications Sheet must be addressed. Please sign and date where indicated. Any additional information required may be provided on a separate sheet of paper (indicate by number and section the question(s) to be addressed).
2. The information you provide will be used to determine your acceptability based on Section D of the solicitation. In addition to the Personal Qualifications Sheet, please submit three letters of recommendation as described in Item VI. of this sheet, a and copy of your curriculum vitae or resume.
3. After contract award, all of the information you provide will be verified during the credentialing process. At that time, you will be required to provide the following documentation verifying your qualifications: Professional Education Degree, Professional Licensure, Release of Information, Personal and Professional Information Sheet, all medical licenses held within the preceding 10 years, continuing education certificates, and employment eligibility documentation. If you submit false information, your contract may be terminated for default. This action may initiate the suspension and debarment process, which could result in the determination that your are no longer eligible for future Government contracts.
4. Health Certification. Individuals providing services under Government contracts are required to undergo a physical exam 60 days prior to beginning work. The exam is not required prior to award but is required prior to the performance of services under contract. By signing this form, you have acknowledged this requirement.
5. Practice Information:

	Yes	No
1. Have you ever been the subject of a malpractice claim? (indicate final disposition of case in comments)	___	___
2. Have you ever been a defendant in a felony or misdemeanor case? (indicate final disposition of case in comments)	___	___
3. Has your license to practice or DEA certification ever been revoked or restricted in any state?	___	___

If any of the above is answered "yes" attach a detailed explanation. Specifically address the disposition of the claim or charges for numbers 1 and 2 above, and the State of the revocation for number 3 above.

PRIVACY ACT STATEMENT

Under 5 U.S.C. 552a and Executive Order 9397, the information provided on this page and the Personal Qualifications Sheet is requested for use in the consideration of a contract; disclosure of the information is voluntary; failure to provide information may result in the denial of the opportunity to enter into a contract.

(mm/dd/yy)

(Signature)

(Date)

Personal Qualifications Sheet – Physical Therapist

I. General Information

Name: _____ SSN: _____

Last First Middle

Address: _____

Phone: (____) _____

II. Professional Education:

Physical Therapy Degree from: _____

(Name of accredited School and location)

Date of Degree: _____ (mm/dd/yy)

III. Professional Licensure (Physical Therapy License must be current and valid):

_____ (mm/dd/yy)

State Date of Expiration

IV. Professional Employment: List your current and preceding employers.

Name and Address of Present Employer From To

(1) _____

Work Performed:

Names and Addresses of Preceding Employers

From To

(2) _____

Work Performed:

From To

(3) _____

Work Performed:

Are you currently employed on a Navy contract? If so where is your current contract and what is the position?

_____ When does the contract expire? _____

V. RESERVED

VI. Professional References:

Provide two letters of recommendation from physical therapy supervisors, physicians or hospital administrators attesting to your ability, skills and knowledge. Reference letters must include name, title, phone number, date of reference, address and signature of the individual providing reference. Letters of reference must have been written within the preceding 2 years.

VII. Additional Medical Certifications or Licensure (Include subspecialty certifications)

Type of Certification or License and Date of Certification or Expiration

VIII. Basic Life Support Certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent. This training and certification will be provided by the Navy.

Training Type listed on Card: _____
Expiration Date: _____ (mm/dd/yy)

IX. Employment Eligibility (Provide copies of supporting documentation):

Yes No

Do you meet the requirements for U.S. Employment Eligibility contained in Section V? _____

X. I hereby certify the above information to be true and accurate:

_____ (mm/dd/yy)
(Signature) (Date)

ATTACHMENT 5 - CORPORATE PAST PERFORMANCE CHART

Contract Number:	Description of services and relevancy to solicitation.	Number and type of Health Care Workers	Location where services were provided.	Service dates.	Name, organization, and telephone number of verified point of contact.	Any documented performance problems.

ATTACHMENT 6 - SMALL BUSINESS PROGRAM REPRESENTATIONS

(FAR 52.219-1,) SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 621340.

(2) The small business size standard is \$6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it _____ is _____ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes that it _____ is _____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes that it _____ is _____ is not, a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes that it _____ is _____ is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it _____ is _____ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It _____ is _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separated signed copy of the HUBZone representation.

(c) Definitions. As used in this provision -

"Service-disabled veteran-owned small business concern" - (1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)), or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern -

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of clause)

ATTACHMENT 7

SUBMIT ONE FROM LIST A
LIST A

Documents that Establish Both Identity and Employment Eligibility

1. U. S. Passport (unexpired or expired)
2. Certificate of U. S. Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization.
5. Alien Registration Receipt Card with photograph (INS Form I-151 or I-551)
6. Unexpired Temporary Resident Card (INS Form I-688)
7. Unexpired Employment Authorization Card (INS Form I-688A)
8. Unexpired Reentry Permit (INS Form I-327)
9. Unexpired Refugee Travel Document (INS Form I-571)
10. Unexpired Employment Authorization Document issued by the INS which contains a photograph (INS Form I-698B)

OR SUBMIT ONE FROM LIST B AND ONE FROM LIST C

LIST B

Documents that Establish Identity
Eligibility

1. Driver's license or ID card issued by a state or outlying than a possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
2. ID card issued by federal, state or local government agencies of entitles provided it contains a photograph or information such as name, date of birth, sex height, eye color, and address
3. School ID card with a photograph
4. Voter's registration card

LIST C

Documents that Establish Employment

1. U.S. social security card issued by the Social Security Administration (other card stating it is not valid for employment)
2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal

5. U.S. Military card or draft record

6. Military dependant's ID Card

7. U.S. Coast Guard Merchant
Mariner Card

8. Native American tribal document

9. Driver's license issued by a
Canadian government authority

For persons under age 18 who
are unable to present a
document listed above;

10. School record or report card

11. Clinic, doctor, or hospital record

12. Day-care or nursery school record

4. Native American Tribal document

5. U.S. Citizen ID Card (INS Form I-197)

6. ID Card for use of Resident
Citizen in the United States
(INS Form I-179)

7. Unexpired employment
authorization document issued
by the INS (other than those
listed under List a)

Department of the Navy

NAVMED P-117

CHANGE 107

Subj: Off-duty Remunerative Professional
Employment (Regulatory)

1. General. Off-duty remunerative professional civilian employment, including self-employment (hereto referred to as off-duty employment) of active duty Medical Department officers is subject to policies herein stated by the chief, Bureau of Medicine and Surgery, and policies applicable to all members of the naval service as stated by the Secretary of the Navy (SECNAVINST 5370.2 series) and the Chief of Naval Personnel (BUPERSMAN 34205000). No Medical Department officers on active duty shall engage in any off-duty employment without first obtaining the permission of the commanding officer.

2. Guideline

a. Medical Department officers on active duty are in a 24-hour duty status and their military duty takes precedence on their time, talents, and attention.

b. Permission for an officer to engage in off-duty employment shall be based on a determination by the commanding officer that the permission requested is consistent with these guidelines and that the proposed employment will not interfere with the officer's military duties. If approved, employment will normally not exceed 16 hours per week. Periods in excess of 16 hours per week can be authorized only if the commanding officer finds that special circumstances exist which indicate that no conflict with military duties will occur, notwithstanding the addition hours. Permission to engage in off-duty employment may be withdrawn at any time.

c. A Medical Department officer in off-duty employment shall not assume primary responsibility for the care of any critically ill person on a continuing basis as this will inevitably result in compromise of responsibilities to the patient or the primacy of military obligations.

d. Medical Department officer trainees are prohibited from off-duty employment. Other Medical Department officers are discouraged from off-duty employment. No officer shall request or be granted administrative absence for the primary purpose of conducting off-duty employment.

e. Off-duty employment shall not be conducted on military premises, involve expense to the Federal government, nor involve use of military equipment, personnel, or supplies. Military personnel may not be employed by Medical Department officers involved in off-duty employment.

f. Off-duty employment shall not interfere, nor be in competition, with local civilian practitioners in the health professions and must be carried out in compliance with all applicable licensing requirements. To ensure this, a statement shall be provided from the appropriate local professional association indicating that there is a need for the individual's service in the community. Local licensing requirements are the responsibility of officers wishing to engage in private practice. Those engaging in private practice are subject to all requirements of the Federal narcotic law, including registration and payment of tax.

g. There may be no self-referral from the military setting to their off-duty employment on the part of military Medical Department officers.

h. No Medical Department office on active duty in off-duty employment may solicit or accept a fee directly or indirectly for the care of a member, retired member, or dependent of such members of the uniformed services as are entitled to medical or dental care by those services. Indirect acceptance shall be

interpreted to include those fees collected by an emergency room or walk-in clinic staffed by a military medical officer. Entitled members must be screened and identified as such by the facility and their charges reduced to reflect that portion of the charges which are accounted for by the military medical officer's services. Nor may such a fee be accepted directly or indirectly for the care of Department of Veterans Affairs beneficiaries.

i. The Assistant Secretary of Defense (Health Affairs) has decreed that it will be presumed that a conflict of interest exists and, hence, CHAMPUS payments will be disallowed in any claim of a CHAMPUS provider who employs an active duty military member or civilian employee. The only two exceptions are:

(1) Indirect payments to private organizations to which physicians of the National Health Service Corps (NHSC) are assigned (but direct payments to the NHSC physician would still be prohibited).

(2) Payments to a hospital employing Government medical personnel in an emergency room provided the medical care was not furnished directly by the Government personnel.

j. Subsidiary obligations arising out of off-duty employment, such as appearances in court or testimony before a compensation board, which take place during normal working hours, shall be accomplished only while on annual leave.

k. These guidelines do not apply to the provision of emergency medical assistance in isolated instances. Also excluded are nonremunerative community services operated by nonprofit organizations for the benefit of all the community and deprived persons, such as a drug abuse program, program volunteer, venereal disease centers, and family planning centers.

l. Medical Department officers are expected to be aware of and comply with all other statutes and regulations pertaining to off-duty employment. Where doubt exists as to whether all applicable constraints have been considered, consultation should be effected with the local naval legal service office.

3. The local command has primary responsibility for control of off-duty employment by Medical Department officers. Guidelines above serve as a basis for carrying out this responsibility.

4. Medical Department officers requesting permission to engage in off-duty employment shall submit their request to the commanding officer on NAVMED 1610/1, Off-duty Remunerative Professional civilian Employment Request, and shall sign the Statement of Affirmation thereon in the commanding officer's presence or designee. Approval or disapproval by the commanding officer shall be indicated in the appropriate section of NAVMED 1610/1. Medical Department officers shall advise their off-duty employers that as military members they are required to respond immediately to calls for military duty that may arise during scheduled off-duty employment. The commanding officer's approval of an officer's request for off-duty employment may not be granted without written certification from the off-duty employer that he or she accepts the availability limitations placed on the Medical Department officer.

5. The requester shall inform the commanding officer in writing of any deviation in the stated request prior to the inception of any such changes.

6. Permission shall be withdrawn at any time by the commanding officer when such employment is determined to be inconsistent with the above guidelines. Where permission is withdrawn the officer affected shall be afforded an opportunity to submit to the commanding officer a written statement containing the Medical Department officer's views or any information pertinent to the discontinuance of the employment.

7. Reports are not required to be submitted to BUMED by field activities. However, during Medical and Dental Inspectors General visits or other administrative onsite visits, local command compliance with this article will be reviewed. In addition, adequate records should be maintained to provide summarized information as may be necessary for monitoring and evaluating the functioning of this program by BUMED or higher authority.